

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HAROLD FORD, et al., :
Plaintiffs, :
: 19 Civ. 11705 (LGS)
-against- :
: ORDER
WSP USA, INC., :
Defendant. :
:
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LORNA G. SCHOFIELD, District Judge:

WHEREAS, on August 1, 2022, the parties filed their joint letter and settlement agreement, but did not include contemporaneous time records or a breakdown of Plaintiffs' counsel's expenses. (Dkt. No. 106.)

WHEREAS, on August 15, 2022, Plaintiffs' counsel filed a supplemental letter to justify their request for attorneys' fees, including contemporaneous time records and a breakdown of Plaintiffs' counsel's fees. (Dkt. No. 108.) It is hereby

ORDERED that the settlement agreement is **APPROVED** as fair and reasonable based on the nature and scope of Plaintiffs' claims and the risks and expenses involved in additional litigation. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206–07 (2d Cir. 2015); *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335–36 (S.D.N.Y. 2012) (outlining the factors that district courts have used to determine whether a proposed settlement is fair and reasonable).

It is further

ORDERED that Plaintiffs' counsel's request for \$48,750.00 inclusive of costs, is **GRANTED**. This amount is approximately forty percent of the lodestar calculation and approximately one-half of the settlement. The Court finds this amount to be fair and reasonable in light of the quality of counsel, risks of litigation and the litigation's magnitude and complexity.

See Hui Luo v L & S Acupuncture, P.C., 649 Fed. Appx 1, 2 (2d Cir. 2016) (summary order) (stating that the lodestar is the presumptively reasonable fee, particularly in fee shifting cases, such as those under FLSA, where the financial recovery is likely to be small); *Perez v AC Roosevelt Food Corp.*, 744 F.3d 39, 44 (2d Cir. 2013) (acknowledging precedent that “the lodestar -- the product of a reasonable hourly rate and the reasonable number of hours required by the case -- creates a presumptively reasonable fee.”); *Millea v. Metro-N. R. Co.*, 658 F.3d 154, 166–67 (2d Cir. 2011). The remainder of the settlement shall be distributed to Plaintiffs.

The Clerk of Court is respectfully directed to close this case.

Dated: August 22, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE